

A M E N D E D     A G E N D A

OCONEE COUNTY COUNCIL MEETING - TUESDAY, FEBRUARY 15, 1994

3:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Discussion and Consideration of Approval of Proposed Groundwater Assessment Plan to be Submitted to SC DHEC - Goldie & Associates
5. Consideration of Bids for Two (2) Track Loaders for CCS Department - Ms. Marianne Dillard, Purchasing Director & Mr. Jack Hirst, CCS Director
6. Consideration of Bids for Torque Converter for Rex Computer - Ms. Marianne Dillard, Purchasing Director & Mr. Lee Davis, Motor Pool Foreman
7. Consideration of Bids for Motor Grader for Road Department - Ms. Marianne Dillard, Purchasing Director
8. Consideration of Bids for Surveillance Equipment for Sheriff's Department - Ms. Marianne Dillard, Purchasing Director & Mr. James Singleton, Sheriff
9. Consideration of Replacement of Lost Duke Power Company Project Pollution Control Bonds
10. Old Business
11. New Business
12. Adjourn

\*\*\*2:45 PM\*\*\* Administrative Briefing

\*\*\*1:30 PM\*\*\* Roads & Transportation Committee Meeting

Immediately Following The Roads & Transportation Meeting, the Personnel & Intergovernmental Committee will meet to Discuss the Request of the Treasurer's Office for Additional Personnel, etc.

\*\*\*2:00 PM\*\*\* Monday, February 14, 1994 Council will attend a demonstration of a motor grader at the Five Forks Landfill. In case of rain, call Council Office at 638 4244 for alternate date.

(All Meetings Open to Public)

**MEMBERS, OCONEE COUNTY COUNCIL**

Mrs. M. Fran Burrell, District I    Mr. Harrison E. Orr, District II  
Mr. Michael E. Harper, District III    Mr. Roy B. Strickland, District IV  
Mr. Alton K. Williams, District V

**MINUTES, OCONEE COUNTY COUNCIL MEETING**

The regular meeting of the Oconee County Council was held Tuesday, February 15, 1994 at 3:00 pm in Council Chambers with all Council Members and the County Attorney present.

Members of the press notified (by mail):  
Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WCCP Radio, WZLI/WLET Radio, WYFF TV, & WLOS TV.

Press

Members of the press present: Kathleen Stoll - Anderson Independent, Ashton Hester - Keowee Courier, Jennifer Berry - Greenville News & Dick Mangrum - WGOG Radio.

The meeting was called to order by Supervisor Chairman Crain who welcomed the guests and media.

Call to Order

The invocation was given by Mr. Harper.

Invocation

Mrs. Burrell made a motion, seconded by Mr. Williams, approved 5 - 0 that the minutes of the February 1, 1994 meeting be adopted as printed.

Minutes

Mr. Orr made a motion, seconded by Mr. Harper, approved 5 - 0 that the bid for a lease purchase of two (2) track loaders with one (1) winch for the CCS Department be awarded to Blanchard Machinery Company at a total cost of \$455,905.80. This includes the trade in of two (2) FL20's. The bids for these loaders was discussed at a work session of Council February 11, 1994. (See attached bid)

CCS

Mr. Strickland made a motion, seconded by Mrs. Burrell, approved 5 - 0 that the bid for the rebuilding of a transmission and torque converter on a 1988 355-B Rex Compactor be awarded to Pioneer Machinery at a total cost of \$10,177.95. (See attached bid sheet)

Motor Pool

Mr. Dave Devoe and Mr. Steve Goldie of Goldie & Associates presented the attached summary for ground and surface water assessment of the Five Forks and Seneca Landfills to Council. This summary consists of:

CCS

Phase I:            Field Screening  
Phase II:           Saprolite Wells  
Phase III:          Bedrock Wells  
Phase IV:           Ground Water Sampling & Analysis

Phase V: Surface Water Sampling & Analysis  
Phase VI: Data Analysis & Report Preparation

Mr. Devoe explained to Council that the cost of this could vary from a possible \$92,000 to \$340,000, depending on the amount of sampling and analysis that has to be done. He further informed Council that a plan has to be submitted to DHEC for approval. After the plan has been approved by DHEC, the county will have to implement it.

Mr. Orr made a motion, seconded by Mr. Harper, approved 5 - 0 that the attached plan be adopted and submitted to DHEC for approval.

Mr. Crain informed Council that Oconee County is the only county in the state to have an approved solid waste plan.

Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that the bid for a motor grader for the Supervisor's Office (Road Department) be awarded to Mitchell Distributing Company at a total cost of \$66,344.00 with the trade in of a 1984 John Deere 670A. These bids were discussed at the work session of Council February 11, 1994. (See attached bid)

Supervisor

Mr. Orr made a motion, seconded by Mr. Strickland, approved 5 - 0 that the bid for surveillance equipment for the Sheriff's Office be awarded to CMI/MPH at a total cost of \$9,208.50. (See attached bid)

Sheriff

Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that Wachovia Bank of North Carolina, N.A. be allowed to replace Oconee County, South Carolina Pollution Control Revenue Bond Series A (Duke Power Company Project) 9 1/8% due 5/1/2013, lost coupon #21 due 11/1/93 from bond #19423 which has been lost. (See attached documentation)

Duke Bonds

Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that Wachovia Bank of North Carolina, N.A. be allowed to replace Oconee County, South Carolina Pollution Control Revenue Bond Series A (Duke Power Company Project) 9 1/8% due 5/1/2013, lost coupon #20 due 5/1/93 from bond #18793/99 which has been lost. (See attached documentation)

Mr. Harper, Chairman of the Personnel & Intergovernmental Committee, informed Council that it was the recommendation of committee that Mrs. Peggy Hightower, Treasurer, make her request for additional personnel (a floating clerk) a

Personnel

part of her budget request. This recommendation was adopted 5 - 0. however, Council did not commit to the approval of such a request.

Mr. Orr, Chairman of the Roads & Transportation Committee, made a motion, seconded by Mr. Strickland, approved 5 - 0 that the following fee schedule be adopted for changing the names of roadways in the county:

Roads

\$25.00 up front administrative cost for one (1) property owner to search records at Courthouse

\$5.00 for each additional property owner

\$5.00 for one (1) sign

\$10.00 labor for one (1) sign

\$5.00 for each additional sign

\$5.00 labor for each additional sign

Mr. Orr made a motion, seconded by Mr. Strickland that the criteria for changing the name be a request from a landowner and resident, originated by an owner and requested by a majority of the landowners.

After discussion, Mr. Orr withdrew this motion.

Mr. Strickland informed those present that he had a tax notice for a 1993 Honda from one of the municipalities which was in the following amounts: \$171.19 for school purposes, \$140.95 for city purposes and \$124.66 for county purposes. He further stated he would like for people to understand that seventy-five percent (75%) of the county budget is federal and state mandates.

Taxes

Mr. Strickland made a motion, seconded by Mr. Harper, approved 5 - 0 that the attached transfer for the Council Office for the purchase of a recorder be adopted.

Council  
(Transfer)

At the recommendation of Mr. Cain, County Attorney, Mrs. Burrell made a motion, seconded by Mr. Strickland, approved 5 - 0 that the county purchase fuel at the airport from one (1) source (Eastern Aviation) to prevent any confusion as to product purity should a question arise. This is to be done under Section C, 4 "When in the purchasing agent's judgement, and with the concurrence of County Council, it is to the advantage of the County's interest to do so". This is to remain in effect until other procedures are adopted by Council.

Airport

Page 4  
February 15, 1994

Mr. Strickland made a motion, seconded by  
Mr. Harper, approved 5 - 0 that the administration be authorized  
to offer a reasonable option for land located on Little Choestee  
Road in the South Union Community.

Land

Adjourn: 4:00 PM

*Norman D. Crain*  
Norman D. Crain  
Supervisor-Chairman  
Oconee County Council

OCONEE COUNTY BID TABULATION

BID FOR: Two Track Type Loaders (2)

DATE: January 5, 1994

BID NO: 93-26

LOCATION: Walhalla, SC

TIME: 2:30 p.m.

BIDDERS	Pioneer Machinery, Inc.	Mitchell Distributing	Blanchard Mach. Co.	South Carolina Tractor & Eq. Co.	
Base Bid		\$ 507,200.00	\$ 412,862.00	\$ 389,438.00	
Waste Disposal Package		included	25,876.00	included	
Winch		Price not included with bid	34,916.00	38,548.00	
Subtotal		507,200.00	473,654.00	427,986.00	
S. C. Sales Tax		25,360.00	23,682.70	21,399.30	
TOTAL	NO BID	\$ 532,560.00	\$ 497,336.70	\$ 449,385.30	
Delivery		150 days	90-150 days	90-120 days	
		D75S Komatsu	973 Cat	Liebherr LR641	
Warranty		6 month full plus 30 mo. or 5000 hr. power train	2 year full year 3-5 or 7500 hr full - \$200 ded	no exceptions to full 2 years	

**ATTENDING, OPENING:**

Barry Sullivan - Blanchard Mach; Olin Dorrah - Mitchell Dist; Bob Jones - S. C. Tractor; Lee Davis - Motor Pool; Marianne Dillard, Jenny Peay - Purchasing Department

exclude travel

OCONEE COUNTY BID TABULATION

BID FOR: Two (2) Track Loaders. DATE: February 3, 1994

BID NO: 93-35 LOCATION: Walhalla, SC TIME: 2:30 p.m.

BIDDERS	Mitchell Distributing	Blanchard Mach. Co.		Mitchell Distributing	Blanchard Mach. Co.
Base Bid	\$471,200.00	\$438,738.00	Stock Parts 24 hours parts	88% 92%	74% 98.5%
60,000# Winch	36,000.00	34,916.00	Branch mach. sold 1992 1993	86 112	41 59
Subtotal	507,200.00	473,654.00	Units sold in N.A. Parts not mfgred	130 none	414 Vickers implement
Less Trade-In allowance - 2 FL20's	71,200.00	22,000.00			hydraulic pump
S. C. Sales Tax	21,900.00	22,582.70	Injector pump & injectors Exchange	3,023.17 1,573.98	4,812.52
Warranty	6 months full plus 30 power train	2 years full 3 years 2/\$200 ded	Main hydraulic pump	2,241.35	1,425.00
TOTAL	\$457,800.00	\$474,236.70	Alternator Exchange	467.31 253.33	684.45 Reman 252.66
	(\$495,180.00) (\$35,000 Trade)	(\$455,905.80) (1 winch)	Water Pump Exchange	370.04 213.33	567.61 235.99
	D75S-5 Komatsu	973 Cat	Track rollers Injectors Exchange	363.84 174.55 80.00	428.91
Delivery	150 days	90-150 days			

*Bid Withdrawn*

ATTENDING OPENING: Bob Jones - S. C. Tractor & Eq. Co.; Marianne Dillard, Jenny Peay Purchasing

P.O. Box 1777  
Old Charleston Hwy.  
Columbia, S.C. 29202  
803/794-6150

February 11, 1994

Oconee County Purchase Department  
201 West Main Street  
Walhalla, South Carolina 29691

Attention: Marianne Dillard

Ref: Bid Number 93-35

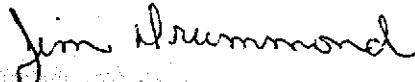
Dear Marianne,

This is to confirm the request of Mitchell Distributing Company to withdraw our bid on "Bid Number 93-35". As we discussed, there is a very substantial error in our bid on the trade allowance which should have been \$35,600.00 on the total bid and not on each machine.

This error would cause considerable loss to us if you do not permit us to withdraw this bid. We regret the error and sincerely request that you allow us to withdraw without penalty.

Oconee County is a valued customer of Mitchell Distributing Company and we look forward to continuing the relationship which we have always enjoyed.

Sincerely,



Jim Drummond  
General Manager

JD:rr

PC: File



BID No. 93-35  
(Use this number on envelopes  
& all related correspondence)

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The Mitchell Distributing Company  
submits herewith our Bid in response to bid request number shown above, and in compliance  
with the description(s) and/or specification(s) numbered two pages  
and attached hereto for two (2) track loaders

1. Base Bid	\$ 235,600.00 (Each)
2. Other Charges (please specify)	
a. <u>60,000# winch</u>	\$ 18,000.00 (Each)
b. _____	\$ _____
3. Sub-Total	\$ 253,600.00 (Each)
4. Less Trade-In allowance-2 -FL20's	\$ 35,600.00 (Each)
5. S.C. Sales Tax (5%)	\$ 10,900.00 (Each)
6. Total Delivered Price	\$ 228,900.00 (Each)

Bid shall include delivery to location stated on Bid Notice.  
Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: Approximately 150 days after receipt of order

BIDDING ORGANIZATION Mitchell Distributing Company

ADDRESS: P. O. BOX P.O. Box 1777

CITY, STATE, ZIP CODE Columbia, S.C. 29202

SIGNATURES OF BIDDERS REPRESENTATIVE 

TITLE Jim Drummond  
General Manager

DATE January 28, 1994

TELEPHONE 803-794-6150

MINIMUM SPECIFICATIONS FOR TWO (2) TRACK TYPE LOADERS FOR CCS

Engine - 6 cylinder, direct injection, turbo-charged  
200 HP (flywheel) @ 2,000 RPM's

Bucket - General purpose 3.3 cu. yd. - minimum 8 bolt on  
teeth

Operating  
Weight - 48,000 lbs.

Transmission - Manufacturer's standard transmission.

Fully enclosed ROPS cab with factory air conditioner, heater,  
sound suppressed with air pressurization, front and rear  
windshield wipers and washers

Heavy duty radiator with guard.

Automatic shut down kit for low oil or water pressure

Two sets parts and service manuals

Standard equipment: 24-volt, 50 Amp alternators, heavy duty batteries  
back up alarms, automatic bucket positions, crank  
case guard, drawbar hitch, front pull hooks,  
hydraulic track adjusters, oil controlled vinyl  
seats, vandalism protection kit, radiator guard,  
track roller and idler guards, final drive wear  
guard, reversible fan, single lever bucket  
control, inching pedal, seat belt, sealed and  
lubricated track.

Other equipment:

1. Locking devices for fluid fill tubes (water,  
oil, and transmission, fuel and hydraulics)
2. Undercarriage landfill package (Please list  
details of what your package includes.)
3. Precleaner for air intake

Warranty - Minimum 2 year full parts and labor to be  
performed at Oconee County Landfill or at  
dealership's expense for transportation if needed.

Optional equipment: Towing winch - 60,000 lb. capacity, 1 1/4", 100'  
rope

Question - 1. Would your dealership be able to provide a  
demonstration of your machine in Oconee  
County? if machine is available for demo

2. Would your factory and dealership provide  
access to schools and training covering  
maintenance and repairs for County personnel,  
with County paying transportation, room and  
board and meals? Yes

The following questions are to be answered on the basis of earthmoving and construction equipment only (70 HP and above).

1. What is the current % of parts that are available off the shelf, immediately upon ordering, at your closest branch dealership (give location of branch)?

26% Columbia, S.C. - Charlotte, N.C.

2. What is the current % of parts that are available within 24 hours of ordering at your closest branch (excluding air freight parts)?

92%

3. How many new machines have been delivered and sold in 1992 and 1993 by your closest branch (list units/yr.)?

1992

2

1993

1

4. In reference to the machine and model you are bidding, how many units have been delivered and sold in North America in the last 5 years (list units/yr. and beginning and ending serial numbers). Attach list.

See Bid Supplemental Form

5. List any major components that the machine manufacturer does not manufacture themselves (e.g., transmission, engine, hydraulics, etc.).

NONE

6. In reference to the machine and model you are bidding, list your current list prices and availability (delivery in days after ARO) for the following:

	Price	Delivery
1. injector pump and injectors	\$ 3,023.17	Stock
Exchange	1,573.98	Stock
2. main hydraulic pump	\$ 2,241.35	Stock
3. alternator	\$ 467.31	Stock
Exchange	253.33	Stock
4. water pump	\$ 370.04	Stock
Exchange	213.33	Stock
5. track rollers	\$ 363.84	Stock
Injectors	174.55	Stock
Exchange	80.00	Stock

Oconee County wishes to trade the following two Fiat Allis FL-20's in the this purchase:

1986 FL-20 Serial #009036 Equipment #235.08 - Seneca  
 1989 FL-20 Serial #9441 Equipment #235.10 - Five Forks

Oconee County reserves the right to accept your bid with or without your trade-in allowance, whichever may be in the best interest of the County.

BID SUPPLEMENTAL FORM

OCCONEE COUNTY

PURCHASING DEPARTMENT

201 West Main Street

WALKALLA, SOUTH CAROLINA 29691

DATE January 28, 1994

BID NO. 93-25

Exceptions to Specifications: 35 Amp Alternator - not 50 Amp as specified.

Warranty: 6 months Standard full warranty - Additional 30 months or 5,000 hours power train only.

ITEM 2 OF OTHER EQUIPMENT

Undercarriage and underguards consist of full length guards for the transmission, torque converter and engine. Tracks are protected by full length roller guards and final drive guards. (See attached copies from the parts manual of D75B-5)

Number 4 of questionnaire: Beginning Serial Number - Not Available  
Ending Serial Number - Not Available  
130 units in North America

BID No. 93-35  
(Use this number on envelopes  
& all related correspondence)

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The Blanchard Machinery Company  
submits herewith our Bid in response to bid request number shown above, and in compliance  
with the description(s) and/or specification(s) numbered two pages  
and attached hereto for two (2) track loaders

1. Base Bid	\$ <u>438,738.00</u>
2. Other Charges (please specify)	
a. <u>60,000# winch</u>	\$ <u>17,458.00</u>
b. _____	\$ _____
3. Sub-Total	\$ <u>456,196.00</u>
4. Less Trade-In allowance-2 -FL20's	\$ <u>22,000.00</u>
5. S.C. Sales Tax (5%)	\$ <u>21,709.80</u>
6. Total Delivered Price	\$ <u>455,905.80</u>

Bid shall include delivery to location stated on Bid Notice.  
Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: 90-150 days

BIDDING ORGANIZATION Blanchard Machinery Co.

ADDRESS: P. O. BOX 517

CITY, STATE, ZIP CODE Simpsonville, S. C. 29681

SIGNATURES OF BIDDERS REPRESENTATIVE Barry Sullivan

TITLE Sales Representative

DATE February 3, 1994

TELEPHONE (803) 963-3645

The following questions are to be answered on the basis of earthmoving and construction equipment only (70 HP and above).

1. What is the current % of parts that are available off the shelf, immediately upon ordering, at your closest branch dealership (give location of branch)?  
74% (Greenville) (S.C.)
2. What is the current % of parts that are available within 24 hours of ordering at your closest branch (excluding air freight parts)?  
98.5%
3. How many new machines have been delivered and sold in 1992 and 1993 by your closest branch (list units/yr.)?  
41 units 1992  
59 units 1993  
This is only new units at our Greenville Branch.
4. In reference to the machine and model you are bidding, how many units have been delivered and sold in North America in the last 5 years (list units/yr. and beginning and ending serial numbers). Attach list. Attached
5. List any major components that the machine manufacturer does not manufacture themselves (e.g., transmission, engine, hydraulics, etc.).  
We don't generally consider it a major component but we use a  
Vickers Implement Hydraulic Pump.
6. In reference to the machine and model you are bidding, list your current list prices and availability (delivery in days after ARO) for the following:

	Price	Delivery
1. injector pump and injectors	\$ <u>Attached</u>	<u>                    </u>
2. main hydraulic pump	\$ <u>                    </u>	<u>                    </u>
3. alternator	\$ <u>                    </u>	<u>                    </u>
4. water pump	\$ <u>                    </u>	<u>                    </u>
5. track rollers	\$ <u>                    </u>	<u>                    </u>

Oconee County wishes to trade the following two Fiat Allis FL-20's in the this purchase:

1986 FL-20 Serial #009036 Equipment #235.08 - Seneca  
1989 FL-20 Serial #9441 Equipment #235.10 - Five Forks

Oconee County reserves the right to accept your bid with or without your trade-in allowance, whichever may be in the best interest of the County.

Bid supplemental Form  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 West Main Street  
Walhalla, S.C. 29691

Date: 2/3/94

Bid No. 93-35

Exceptions to the Specification

The Cat 973 doesn't have an inching pedal. The hydrostatic transmission hand control can provide precise inching movement.

The Cat 973 has a spring adjustable cloth seat for comfort and is adjustable when oil pressure is up or down.

We've included an automatic shutdown kit for low oil pressure and high water temperature.

The 973 has a blower fan, not a sucking fan; there's no need to reverse it.

We will cover the 2 - year warranty as stated in the specs. (excluding general or preventive maintenance, undercarriage and G.E.T. wear, breakage, operator abuse or grease and oil changes, etc.). In addition, after the 2 - yr. period, the 973 has a Total Machine Warranty up to 5 yr. / 7,500 hr. (whichever comes first), covering parts and service repairs over a \$200.00 deductible per warranty claim (excluding the above exclusions and travel time and mileage).

OPTIONS

	(prices / 1 unit)	973
Winch		\$17,458.00
Fairleads for winch		\$ 6,281.00
High capacity cooling arrangement		\$ 1,235.00
19.7" chopper shoes w/ trapezoidal holes in center		\$ 6,084.00

In reference to the 2 Questions on the first page of the specifications:

Question 1: We have several of these machines running throughout our region. There is a 973 with the Waste Disposal Package running at a Greenville County Landfill.

Question 2: Yes, we have our own instructor in Columbia who teaches several customer schools throughout the year. Also, a trained operator is available to you for instruction, for as long you need him.

In reference to the 6 Questions on the second page of the specifications:

Question 4:

973 Production

Beginning Date	Beginning Serial No.	No. of units sold in North Amer.	World Units
1-1-89	86G0778	141	241
1-1-90	86G1019	116	215
1-1-91	86G1234	47	106
1-1-92	86G1340	47	62
1-1-93	86G1402	63	101
1-1-94	86G1503		

This information about serial numbers and units sold is very sensitive and Cat would appreciate it if it would remain privileged to Oconee County.

		Price	Delivery
Question 6: 1. Injector pump	- new	\$4,246.84	Greenville Stock
	1a. Injector nozzle - new	\$ 94.28	24 hrs.
	reman	\$ 42.60	Greenville Stock
	2. hydraulic pump - new	\$1,425.00	24 hrs.
	reman	\$ 223.73	24 hrs.
	3. alternator - new	\$ 684.45	24 hrs.
	reman	\$ 252.66	Greenville Stock
	4. water pump - new	\$ 567.61	24 hrs.
	reman	\$ 235.99	Greenville Stock
	5. track rollers - new	\$ 428.91	24 hrs.
	reman	\$ 306.00	24 hrs.

Our remanufactured parts have the same warranty as new parts do.

All of my competition reflects low numbers of units sold. This makes product support difficult (parts availability, etc.). You have your own records (Fiat Allis - FL20) of how expensive, poor product support can be.

#### HYDROSTATIC TRANSMISSION vs. NON-HYDROSTATIC TRANSMISSION

To show how much more efficient a Hydrostatic transmission is over one that is not, here is a comparison of bucket size to HP.

	cu.yds. / HP	Ratio
Non-hydrostat Komatsu D75S	3.3 cu.yds. / 200 HP	.0165
Hydrostat Cat 963	2.9 cu.yds. / 150 HP	.020
Hydrostat Cat 973	4.2 cu.yds. / 210 HP	.020

{Cat 18% more eff.}



- A Hydrostatic machine offers
- (1) Superb visibility
  - (2) Reduced radiator plugging and maintenance
  - (3) Bucket on the ground service checks and maintenance
  - (4) No need for added counterweight
  - (5) Better mobility, counterrotation, extremely more efficient.

#### THE CAT ADVANTAGE

- Equalizer bar and swing idler reduces frame impact and improves traction.
- Pressurized sound suppressed cab w/ factory air.
- Exceptional production (hydrostatic transmission).
- Cat is the only manufacturer that has maintained production of the same hydrostatic track loader for 13 years and have several times as many running as all the competition together.
- Total customer support system - unmatched in the industry.

**OCONEE COUNTY BID TABULATION**

**BID FOR:** Rebuilding of a Transmission and Torque Convertor on 1988 355-B Rex Compactor **DATE:** February 10, 1994

**BID NO:** 93-36 **LOCATION:** Walhalla, SC **TIME:** 2:00 p.m.

BIDDERS	Pioneer Machinery	Road Machinery			
Base Bid	\$10,177.95	\$14,175.00			
Option	\$15,864.00	No Bid			

**ATTENDING OPENING:** Bob Owens, Pioneer Machinery; Lee Davis - Motor Pool; Marianne Dillard, Jenny Peay - Purchasing

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The Pioneer Machinery Inc.  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) numbered one page  
and attached hereto for rebuilding transmission and torque convertor on a 1988  
355-B Rex compactor

Base Bid

\$ 10177.95

Option:

\$ 15864.00

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: 3/2/94

BIDDING ORGANIZATION

Pioneer Mach. Inc.

ADDRESS: P.O. BOX

1098, Piedmont, S.C. 29673

CITY, STATE, ZIP CODE

SIGNATURE OF BIDDERS REPRESENTATIVE:

John Patton

TITLE:

Service Manager

DATE:

2/4/94

TELEPHONE:

803-269-7995

BID SUPPLEMENTAL FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 West Main Street  
WALHALLA, SOUTH CAROLINA 29691

DATE

2/04/94

BID NO.

93-36

Our base bid of **\$10,177.95** is for a completely rebuilt transmission and torque converter using all new bearings, new lined discs, a new charge pump and any other necessary parts required for reassembly including gaskets, seals, brake linings, "o" rings, filters, and oil. The warranty period on this transmission and torque converter is six (6) months. This job will be done in our Piedmont, S.C. facility.

Our option price of **\$15,864.00** is for a rebuilt transmission and torque converter remanufactured and dynamometer tested by the original manufacturer. This unit is also warranted for six (6) months.

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The Road Machinery Services, Inc.  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) numbered one page  
and attached hereto for rebuilding transmission and torque convertor on a 1988  
355-B Rex compactor

Base Bid	(Six (6) Month Warranty - Parts & Labor)	\$	<u>13,500.00 *</u>
Option:		\$	<u>----</u>
Tax	5% S.C. Sales Tax	\$	<u>675.00</u>
TOTAL BID (Including Sales Tax)		\$	<u>14,175.00</u>

\* Quoted price assumes that the customer's transmission and torque  
convertor are in rebuildable condition. Core charges would apply  
otherwise.

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: Within twenty (20) days after receipt of order.

BIDDING ORGANIZATION Road Machinery Services, Inc.

ADDRESS: P.O. BOX 5392 - 400 Northside Drive

CITY, STATE, ZIP CODE Statesville, NC 28687

SIGNATURE OF BIDDERS REPRESENTATIVE: Mark Hiatt

TITLE: Vice President

DATE: 2/8/94

TELEPHONE: (800) 222-2564 or (704) 872-9528

**EXECUTIVE SUMMARY  
GROUND AND SURFACE WATER ASSESSMENT OF LANDFILLS  
PRESENTED BY GOLDIE & ASSOCIATES, INC.**

**INTRODUCTION**

As required by two letters from the SC DHEC dated December 1, 1993 and December 8, 1993, Oconee County must develop an Assessment Plan for the Five Points and Seneca Landfills. These plans are due to DHEC by February 28 and March 30, 1994, respectfully.

We at Goldie & Associates were retained by the County as approved during the January 4, 1994 County Council Meeting to prepare the plans. During the past six weeks we have been preparing the plans and have evaluated the Probable Costs associated with conducting the work that will be in the plans.

Because substantial costs will be involved in conducting the Plans, we felt the need to inform the County of these costs and the associated work before we commit the County in writing. This is the reason why we are here today.

**TECHNICAL DESCRIPTION OF PROBLEM**

The factors that have triggered DHEC's requirement of the Plans at this point in time is the detection of several synthetic (manmade) compounds in ground water monitoring wells at both landfills.

At the Five Points Landfill, compounds including the following have been detected at the following concentrations in one of the two downgradient wells:

COMPOUND	CONC.	MCL
Tetrachloroethene	10 ppb	5 ppb
Trichloroethene	250 ppb	5 ppb
Chloroethane	12 ppb	
1,1 Dichloroethane	54 ppb	
1,2 Dichloroethane	27 ppb	5 ppb

February 15, 1994  
Page 2 of 7

At the Seneca Landfill, compounds including the following have been detected at the following concentrations in either or both of the two downgradient wells:

COMPOUND	CONC.	MCL
Tetrachloroethene	19 ppb	5 ppb
Benzene	21 ppb	5 ppb
1,1 Dichloroethane	190 ppb	
1,1,1 Trichloroethane	43 ppb	200 ppb

Because some local residents still use ground water as a source of drinking water, particularly in the Five Points community, and because these compounds have been detected at concentrations exceeding the Maximum Contaminant Levels (MCLs) set by EPA, SC DHEC requires that the County develop a Plan that will "determine the nature and extent of groundwater contamination at the landfill."

#### ASSESSMENT PLAN

We propose to adopt a phased approach to assessing both sites so that information can be gathered and evaluated before proceeding to the next phase. The phases and their Probable Costs are presented on the following pages. This is neither a cost estimate nor a proposal. It is an Opinion of Probable Cost at this point in time and could change depending upon how DHEC responds to the Plan and what is discovered during the course of the work. Although we feel that DHEC will accept the Plan, we can not guarantee that they will not require additional measures besides those that we have outlined below.

February 15, 1994

Page 3 of 7

## PHASE I: FIELD SCREENING

### Summary

This phase will involve drilling of several hydropunch borings with preliminary testing of ground water. The hydropunch is a steel tube that is driven into the ground at specified depths. The tube is configured with ball valves such that it allows groundwater to collect in the interior of the tube. The tube is then removed from the ground and the water is transferred to sample containers.

The samples are analyzed using screening techniques which provide quicker analysis results at less cost. No permanent wells will be installed in this phase, nor will certified analysis be conducted since this is just a field screening method to develop a "picture of the site."

The range in costs below reflects the uncertainty of conditions at the site. The number of borings and samples that will be conducted will be developed based on field conditions as the assessment is progressing. If no significant spread of ground water impact is found then the number of borings and samples will be probably be low. However, if significant ground water impact is found, then there will be a great deal of sampling and analysis.

In addition the range in cost is also a reflection of the uncertainty of how deep the borings will have to be drilled since drilling rates are based on a per foot basis.

*Opinion of Probable Costs  
(Drilling, Testing, and Consulting)*

*\$15,000 to \$50,000 per site*

### *Assumptions for Probable Cost*

*Up to 17 borings  
Depths up to 75 feet  
Non certified laboratory analysis*



February 15, 1994  
Page 4 of 7

## PHASE II: SAPROLITE WELLS

### *Summary*

This phase will involve the drilling and installation of cluster monitoring wells. SC DHEC will require that additional wells be installed to monitor the ground water impact at the landfill. However, we will want to minimize the number of wells since the County will have to sample and analyze the ground water from each permanent well installed for the next 30 years during Post Closure.

The number of wells to be installed during this phase could vary significantly depending upon the results of Phase I. However, for Probable Cost purposes, we have estimated that up to four sets of cluster wells will be installed.

Cluster wells are wells that sample multiple points. The wells that would be used for the Landfill work will sample two points - the water table and the bottom of the saprolite aquifer.

In the upstate, we have two types of aquifers. The Saprolite Aquifer and the Bedrock Aquifer. The Saprolite Aquifer is shallow and is the aquifer that resides in the soil. This aquifer is bounded on the bottom by non-porous bedrock. The non-porous bedrock has a smaller aquifer limited to fractures in the bedrock.

The concern regarding the landfills and the chemicals detected is that these chemicals have densities greater than water. In other words, if you were to mix pure chemical with water, shake it up and then let it settle, the chemical would "sink" to the bottom of the container. The same happens in ground water where the heavy chemicals, if in high enough concentration, "sink" to the bottom of the aquifer. This is the reason why the State is interested in cluster wells being installed that both sample the top and bottom of the aquifer.

*Opinion of Probable Costs  
(Drilling and Consulting)*

*\$18,000 to \$30,000 per site*

### *Assumptions for Probable Cost*

Up to 4 Cluster Wells  
Maximum Depth of 75 feet  
Sampling depths 30-40 and 65-75 feet

February 15, 1994  
Page 5 of 7

### PHASE III: BEDROCK WELLS

#### *Summary*

This phase will involve the drilling of bedrock wells at the landfill sites. The number of wells to be installed will depend upon the results of the Phase I work.

Bedrock wells are generally deep wells that most people use for water consumption since they yield more water than Saprolite wells (bored or hand dug). The purpose of the bedrock wells will be to monitor the bedrock aquifer.

*Opinion of Probable Costs  
(Drilling and Consulting)*

*\$14,000 to \$20,000 per site*

#### *Assumptions for Probable Cost*

Up to 2 Bedrock Wells  
Maximum Depth of 200 feet  
Overburden Depth of 50 feet

### PHASE IV: GROUND WATER SAMPLING AND ANALYSIS

#### *Summary*

This phase will involve the sampling and analysis of ground water from the wells to be installed in Phase II and Phase III. This work will have to be conducted as part of implementation of the Plan. Analysis will include at a minimum 15 metals, 47 VOCs, pH and specific conductance.

*Opinion of Probable Costs  
(Sampling and Analysis)*

*\$5,000 to \$16,000 per site*

#### *Assumptions for Probable Cost*

Estimate between 7 and 13 wells  
SC Certified Laboratory Analysis

February 15, 1994  
Page 6 of 7

#### PHASE V: SURFACE WATER SAMPLING AND ANALYSIS

##### *Summary*

This phase will involve the sampling and analysis of surface water from the creeks that run nearby the landfills. This work will have to be conducted as part of implementation of the Plan. Analysis will include at a minimum 15 metals, 47 VOCs, pH and specific conductance.

*Opinion of Probable Costs  
(Sampling and Analysis)*

*\$3,000 to \$5,000 per site*

##### *Assumptions for Probable Cost*

*Estimate 3 samples per site  
SC Certified Laboratory Analysis*

#### PHASE VI: DATA ANALYSIS AND REPORT PREPARATION

##### *Summary*

This phase will involve the interpretation of field data and development of a report to DHEC. During this phase data will be tabulated, the results will be reviewed to determine the extent of ground water impact, drawings will be prepared that detail the location of ground water impact and a written report to DHEC will be prepared and submitted.

*Opinion of Probable Costs  
(Consulting)*

*\$5,000 to \$15,000 per site*

##### *Assumptions for Probable Cost*

*Estimate several hundred hours of personnel time including Hydrogeologist, Environmental Engineer, Environmental Technician, Draftsman and Clerical.*

February 15, 1994  
Page 7 of 7

## OPINION OF PROBABLE COST - SUMMARY

Phase I Field Screening	\$15,000 to \$50,000
Phase II Saprolite Wells	\$18,000 to \$30,000
Phase III Bedrock Wells	\$ 0 to \$20,000
Phase IV GW Sampling/Analysis	\$ 5,000 to \$16,000
Phase V Surface Water Samp./Analysis	\$ 3,000 to \$ 5,000
Phase VI Data Analysis/Report	\$ 5,000 to \$15,000
=====	
SUBTOTAL PER SITE	\$46,000 to \$136,000
25% CONTINGENCY (Unknowns)	\$34,000
=====	
TOTAL PER SITE	\$46,000 to \$170,000
=====	
BOTH SITES COMBINED (x 2)	\$92,000 to \$340,000

**OCONEE COUNTY BID TABULATION**

**BID FOR:** New or Used 150 HP Motor Grader **DATE:** February 10, 1994

**BID NO:** 93-37 **LOCATION:** Walhalla, SC **TIME:** 2:30 p.m.

BIDDERS	Van Lott, Inc.	Mitchell Distributing Co.	Blanchard, Inc.	Blanchard, Inc.	
Base Bid	\$117,000.00	\$84,044.00	\$129,872.00	\$98,000.00	
	John Deere New 770B	Demo - Champion 720A	New - Cat 12G	Used Cat 120G	
Less Trade-In - 1984 '84 John Deere 670A	\$18,400.00	\$18,000.00	\$8,500.00	\$8,500.00	
S. C. Sales Tax	300.00	300.00	300.00	300.00	
<b>TOTAL</b>	<b>\$98,900.00</b>	<b>\$66,344.00</b>	<b>\$121,672.00</b>	<b>\$89,800.00</b>	

**ATTENDING OPENING:** Barry Sullivan - Blanchard Machinery; Olin Dorroh - Mitchell Dist.; Lee Davis - Motor Pool; Marianne Dillard, Jenny Peay - Purchasing; Hoyt Orr, Clyde Mosely, Norman Crain - Supervisor

BID No. 93-37  
(Use this number on envelopes  
& all related correspondence)

BID FORM  
OCCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The Van Lott, Inc.  
submits herewith our Bid in response to bid request number shown above, and in compliance  
with the description(s) and/or specification(s) numbered one page  
and attached hereto for a new or used 150 horsepower motor grader

One (1) new JOHN DEERE 770 B motor grader, with 12 months full (no deductible) manufact-  
urers warranty, to include parts and labor, and transportation if necessary.

1.	Base Bid	\$	<u>117,000.00</u>
2.	Other Charges (please specify)		
	a. _____	\$	_____
	b. _____	\$	_____
3.	Sub-Total	\$	<u>117,000.00</u>
4.	Less Trade-In allowance 1984 John Deere 670A	\$	<u>-18,400.00</u>
5.	S.C. Sales Tax (5%)	\$	<u>4,930.00</u>
6.	Total Delivered Price	\$	<u>103,530.00</u>

Bid shall include delivery to location stated on Bid Notice.  
Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: Approximately 75 days after ordered.

BIDDING ORGANIZATION Van Lott, Inc.  
ADDRESS: P. O. BOX 11 Power Drive  
CITY, STATE, ZIP CODE Greenville, S. C. 29607

SIGNATURES OF BIDDERS REPRESENTATIVE  
TITLE John Payne Salesman  
DATE 8 Feb. 94  
TELEPHONE 288-3832

BID No. 93-37  
(Use this number on envelopes  
& all related correspondence)

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The Mitchell Distributing Company  
submits herewith our Bid in response to bid request number shown above, and in compliance  
with the description(s) and/or specification(s) numbered one page  
and attached hereto for a new or used 150 horsepower motor grader

One (1) New (Demonstrator) Champion 720A VHP Motor Grader, S/N 23343

1. Base Bid	\$ <u>84,044.00</u>
2. Other Charges (please specify)	
a. <u>.00</u>	\$ <u>.00</u>
b. <u>.00</u>	\$ <u>.00</u>
3. Sub-Total	\$ <u>84,044.00</u>
4. Less Trade-In allowance 1984 John Deere 670A	\$ <u>18,000.00</u>
5. S.C. Sales Tax (5%)	\$ <u>300.00</u>
6. Total Delivered Price	\$ <u>66,344.00</u>

Bid shall include delivery to location stated on Bid Notice.  
Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: Immediate - Subject to Prior Sale.

BIDDING ORGANIZATION Mitchell Distributing Company

ADDRESS: P. O. BOX Post Office Box 1777

CITY, STATE, ZIP CODE Columbia, S. C. 29202

SIGNATURES OF BIDDERS REPRESENTATIVE David M. Dorroh  
David M. Dorroh

TITLE Office Manager

DATE February 10, 1994

TELEPHONE 1-800-777-6150 or 1-803-794-6150

BID SUPPLEMENTAL FORM

DOCONEE COUNTY

PURCHASING DEPARTMENT

201 West Main Street

WALHALLA, SOUTH CAROLINA 29691

DATE February 10, 1994

BID NO. 93-37

We are pleased to bid the unit, S/N 23343, which is currently on demonstration to you. The Grader is a Champion Model 720A VHP with all standard equipment and including the following:

High Engine Temperature/Low Engine Oil Pressure Warning

Engine Side Panels

Duramide Circle Support

14:00 x 24, 12 PR Tires on 10" Rims

Oil Disc Brakes

Outside Rear View Mirrors - Left & Right

Suspension Seat

Moldboard Area Lights

Vandalism Kit

Manuals (Parts, Operators, Shop and Engine Maintenance)

If we are favored with this order, we will add a Scarifier and an Air Conditioner to meet your specifications.



BID No. 93-37  
(Use this number on envelopes  
& all related correspondence)

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The Blanchard Machinery Company  
submits herewith our Bid in response to bid request number shown above, and in compliance  
with the description(s) and/or specification(s) numbered two pages  
and attached hereto for a new or used 150 horsepower motor grader

	<u>New 12G</u>	<u>Used 120G</u>
1. Base Bid	\$ <u>129,872.00</u>	\$ <u>98,000.00</u>
2. Other Charges (please specify)		
a. _____	\$ _____	_____
b. _____	\$ _____	_____
3. Sub-Total	\$ <u>129,872.00</u>	<u>98,000.00</u>
4. Less Trade-In allowance 1984 John Deere 670A	\$ <u>8,500.00</u>	<u>8,500.00</u>
5. S.C. Sales Tax (5%)	\$ <u>300.00</u>	<u>300.00</u>
6. Total Delivered Price	\$ <u>121,672.00</u>	<u>89,800.00</u>

Bid shall include delivery to location stated on Bid Notice.  
Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: 12G - 70 days or less      120G until sold elsewhere

BIDDING ORGANIZATION BLANCHARD MACHINERY COMPANY

ADDRESS: P. O. BOX 517

CITY, STATE, ZIP CODE SIMPSONVILLE, S. C. 29681

SIGNATURES OF BIDDERS REPRESENTATIVE Barry Sullivan

TITLE SALES REPRESENTATIVE

DATE February 10, 1994

TELEPHONE (803) 963-3645

Bid Supplemental Form  
Oconee County  
Purchasing Department  
201 West Main Street  
WAHALLA, SOUTH CAROLINA 29691

Date 2/10/94

Bid No. 93-37

ACCEPTIONS

- 1)The Cat 12G or the 120G are not quite 150 HP. I would urge you to look at the sizes of the engines in all your bids ( cu. in. displacement ). The LARGER THE ENGINE the more TORQUE it will produce. The amount of Torque from the engine to the wheels is very important in a Motor Grader, and it is why we sell a tremendous amount of graders to the average contractors (list attached). It's obvious our price is not the reason.
- 2) The Cat 12G does not have a turbocharger. A turbocharger is used to get more power out of an engine without making the engine larger.

Both the new and used motor grader will honor the 12 mo. warranty in the specs. (excluding general or preventive maintenance, undercarriage and G.E.T. wear, breakage, operator abuse or grease and oil changes, etc.) Additionally, the 12G will have Value Assurance Powertrain warranty for 7,500 hrs. or 5 yrs. (whichever comes first).

The 120G is a 1992 model with 2422 hrs., which seems like a lot of hours. It is not uncommon for used Cat Motor Graders to bring unusually high prices because of their LONGEVITY in the field. You should have records of this (longevity) in your own fleet.

Again, compare the engine size ( cu. in. displacement ) of both the 12G and 120G to the competition. I've highlighted it in the literature.

OCONEE COUNTY BID TABULATION

**BID FOR:** Two (2) Patrol Car Surveillance Systems **DATE:** February 3, 1994

**BID NO:** 93-34 **LOCATION:** Walhalla, SC **TIME:** 2:00 p.m.

BIDDERS	Kustom Signals, Inc.	CMI/MPH			
Base Bid	\$10,610.00	\$8,770.00			
S. C. Sales Tax	530.50	438.50			
Subtotal	\$11,140.50	\$9,208.50			
Less Vault	-1,157.62				
TOTAL	\$9,982.88	\$9,208.50			
	Eyewitness	Docu Cam II			

**ATTENDING OPENING:** Phyllis McCall - Council on Aging; Marianne Dillard, Jenny Peay - Purchasing Department

BID NO. 93-34

(Use this number on envelopes  
and all related correspondence)

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The Kustom Signals, Inc.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) numbered one page and attached hereto for two (2) patrol car surveillance systems

Eyewitness - CRS-285

	Unit	Extended
Base Bid	\$ <u>5,305.00</u>	<u>\$10,610.00</u>
S. C. Sales Tax (5%)	\$ <u>265.25</u>	<u>530.50</u>
TOTAL	\$ <u>5,570.00</u>	<u>\$11,140.50</u>
Option:		
Deduction for Substitution of Steel Locker Recorder Enclosure for Stainless Steel Vault Recorder Enclosure.	( \$ <u>551.20</u> )	( <u>\$1,102.50</u> )

Bid shall include delivery to location stated on Bid Notice.

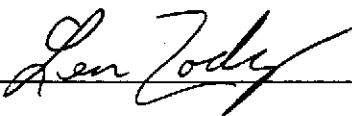
Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 30 to 45 Days ARO

BIDDING ORGANIZATION Kustom Signals, Inc.

ADDRESS: P.O. BOX 9325 Pflumm

CITY, STATE, ZIP CODE Lenexa, Kansas 66215-3347

SIGNATURE OF BIDDERS REPRESENTATIVE: Len Zody 

TITLE: Bids & Proposals Specialist

DATE: January 25, 1994

TELEPHONE: 800/458-7866

BID SUPPLEMENTAL FORM

OCCONEE COUNTY

PURCHASING DEPARTMENT

201 West Main Street

WALHALLA, SOUTH CAROLINA 29691

DATE January 25, 1994

BID NO. 93-34

The Kustom Signals, Inc. Eyewitness Patrol Car Video Surveillance system is bid in full compliance with the specifications. An alternate trunk mounted recorder enclosure, steel locker, is shown as a deduction option. The steel locker circulates filtered passenger compartment air to the recorder for environmental heating and cooling. A description of the steel locker is included in section 4.0, page 4.

BID NO. 93-34

(Use this number on envelopes  
and all related correspondence)

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The CMI/MPH  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) numbered one page  
and attached hereto for two (2) patrol car surveillance systems

Base Bid		\$	<u>8770.00</u>
S. C. Sales Tax	5%	\$	<u>438.50</u>
TOTAL		\$	<u>9208.50</u>

Pricing includes: DocuCam II systems, free installation, free training,  
operators manual, 1 year limited factory warranty, loaner program.

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: 30 days ARO

BIDDING ORGANIZATION CMI/MPH

ADDRESS: P.O. BOX 316 East 9th St.

CITY, STATE, ZIP CODE Owensboro, KY 42303

SIGNATURE OF BIDDERS REPRESENTATIVE: *Russ Heron*

TITLE: Product Manager

DATE: 1/26/94

TELEPHONE: 800-835-0690

Contact person: Jack Wright  
District Sales Mgr.



**POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT**

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint

*Mary Ann West, Pamela M. Mullis, Pamela A. Flemming \**

of *Charlotte, NC*, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):  
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incidents thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company, which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointees such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him or her.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Group Executive, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed this 6th day of August, 19 93

State of Connecticut }  
County of Hartford } ss. Hartford



THE AETNA CASUALTY AND SURETY COMPANY

By *George W. Thompson*  
George W. Thompson  
Assistant Vice President

On this 6th day of August, 19 93, before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Assistant Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



*Dorothy L. Marti*  
My commission expires August 31, 1998  
Dorothy L. Marti  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 18TH day of

JANUARY, 19 94



By *William T. DiRoberts*  
William T. DiRoberts  
Secretary

Wachovia Bank of North Carolina, N.A.  
Corporate Trust Department  
Post Office Box 3001  
Winston-Salem, NC 27102-3001

February 7, 1994

Oconee County Council  
c/o Opal O. Green  
208 Booker Drive  
Walhalla, SC 29691

Re: Oconee County, South Carolina Pollution Control Revenue Bond Series A  
(Duke Power Company Project) 9 1/8/% Due 5/01/2013  
Lost coupon #20 due 5/01/93 from Bond #18793/99

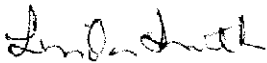
Dear Ms. Green:

Bank America Clearing Corporatoion, has notified us of the above referenced loss.

Please find enclosed an Affidavit of Loss and Indemnity Agreement. If this agreement meets with your approval, please authorize our office to reimburse the customer.

If you need further information, please call me at 910-770/4860.

Sincerely,



Linda Smith  
Bond Trustee Operations Assistant



# OPEN PENALTY INDEMNITY BOND

**Know all Men by these Presents,** that  
PHOENIX ASSURANCE COMPANY OF NEW YORK

a corporation organized under the laws of the State of New York  
and duly authorized to transact the business of insurance in the States of New York and  
and North Carolina , among other States, and having an  
office and place of business at 4 World Trade Center, New York, New York 10048 and  
50 California Street, San Francisco, California 94111  
as Obligor (hereinafter called "Obligor") is held and firmly bound unto

OCONEE COUNTY, SOUTH CAROLINA POLLUTION CONTROL  
WACHOVIA BANK OF NORTH CAROLINA, N.A.  
DUKE POWER COMPANY

and unto all such individuals, firms and corporations as may now or hereafter  
be acting as Transfer Agent(s), Registrar(s), Distribution Agent(s), Redemption  
Agent(s) or in similar capacity to the below mentioned certificate  
their respective legal representatives, successors and assigns (hereinafter collectively called "Obligees"), in an  
aggregate sum not exceeding the maximum for which Obligor may lawfully obligate itself in respect of any single  
risk, lawful money of the United States, sufficient to indemnify Obligees, their respective legal representatives,  
successors and assigns, in case of a default under the conditions of this bond as hereinafter set forth, to be paid  
to Obligees, their respective legal representatives, successors or assigns, as interest may appear; for which payment  
well and truly to be made the Obligor binds itself, its legal representatives, successors and assigns, jointly and  
severally, firmly by these presents.

SEALED with its seal and executed in THREE (3) counterparts, this 1st  
day of FEBRUARY , 19 94

WHEREAS, the Obligor represents that

OCONEE COUNTY, SOUTH CAROLINA POLLUTION CONTROL,  
BOND REVENUE SERIES A - CUSIP NO. 675594ABA @  
9.125% DUE 5/1/93 DATED 5/1/77  
CERTIFICATE NO.: SEVEN (7) DETACHED COUPONS NO.  
20 FROM BOND #18793/99 DUE 5/1/93 @ \$456.24 EACH  
TOTTALLING \$3,193.68  
R/N/O BEARER

(such security or securities being hereinafter called "original" or "originals"), and that the same ha  
been mislaid, lost, stolen or destroyed and cannot be found or produced, by virtue of which the Obligor has  
requested Obligees to issue to BEARER

a new or duplicate instrument or instruments, or to pay to BEARER

the amount due on said original or originals without surrender or presentation thereof for cancellation or  
stamping or for any other purpose; and

WHEREAS, on the faith of the foregoing representation and in consideration of this bond of indemnity,  
Obligees have complied or agreed to comply with said requests;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE, that if the Obligor, the  
legal representatives, successors or assigns of Obligor, or any of them, shall in case the original or originals  
be found or come into the hands, custody or power of any of them, or into the hands, custody or power

a corporation organized under the laws of the State of New York  
and duly authorized to transact the business of insurance in the States of New York and  
and North Carolina, among other States, and having an  
office and place of business at 4 World Trade Center, New York, New York 10048 and  
50 California Street, San Francisco, California 94111  
as Obligor (hereinafter called "Obligor") is held and firmly bound unto

OCONEE COUNTY, SOUTH CAROLINA POLLUTION CONTROL  
WACHOVIA BANK OF NORTH CAROLINA, N.A.  
DUKE POWER COMPANY

and unto all such individuals, firms and corporations as may now or hereafter  
be acting as Transfer Agent(s), Registrar(s), Distribution Agent(s), Redemption  
Agent(s) or in similar capacity to the below mentioned certificate  
their respective legal representatives, successors and assigns (hereinafter collectively called "Obligees"), in an  
aggregate sum not exceeding the maximum for which Obligor may lawfully obligate itself in respect of any single  
risk, lawful money of the United States, sufficient to indemnify Obligees, their respective legal representatives,  
successors and assigns, in case of a default under the conditions of this bond as hereinafter set forth, to be paid  
to Obligees, their respective legal representatives, successors or assigns, as interest may appear; for which payment  
well and truly to be made the Obligor binds itself, its legal representatives, successors and assigns, jointly and  
severally, firmly by these presents.

SEALED with its seal and executed in THREE (3) counterparts, this 1st  
day of FEBRUARY, 19 94

WHEREAS, the Obligor represents that

OCONEE COUNTY, SOUTH CAROLINA POLLUTION CONTROL,  
BOND REVENUE SERIES A - CUSIP NO. 675594ABA @  
9.125% DUE 5/1/93 DATED 5/1/77  
CERTIFICATE NO.: SEVEN (7) DETACHED COUPONS NO.  
20 FROM BOND #18793/99 DUE 5/1/93 @ \$456.24 EACH  
TOTTALLING \$3,193.68  
R/N/O BEARER

(such security or securities being hereinafter called "original" or "originals"), and that the same ha  
been mislaid, lost, stolen or destroyed and cannot be found or produced, by virtue of which the Obligor has  
requested Obligees to issue to BEARER

a new or duplicate instrument or instruments, or to pay to BEARER

the amount due on said original or originals without surrender or presentation thereof for cancellation or  
stamping or for any other purpose; and

WHEREAS, on the faith of the foregoing representation and in consideration of this bond of indemnity,  
Obligees have complied or agreed to comply with said requests;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE, that if the Obligor, the  
legal representatives, successors or assigns of Obligor, or any of them, shall in case the original or originals  
be found or come into the hands, custody or power of any of them, or into the hands, custody or power  
of any corporation, firm or person, deliver or cause the same to be delivered unto Obligees in order to be  
cancelled, and shall also at all times defend, indemnify and save harmless Obligees from and against any  
and all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabili-  
ties, losses, damages, costs, charges, counsel fees and other expenses of every nature and character by reason  
of the original or originals and/or the issuance of a duplicate or duplicates in lieu thereof or in lieu of  
any instrument or instruments of purported like issue and amount which because of alteration, change or  
counterfeit may not be identified as or as not the said mislaid, lost, stolen or destroyed original or originals,  
or the making of any payment, credit, transfer, registration, conversion, exchange or delivery in respect of

the original or originals without surrender thereof, whether or not caused by, based upon or arising out of inadvertence, accident, oversight or neglect on the part of Obligees, or any of them, or their respective officers, agents, clerks, or employees and/or omission or failure to inquire into, contest or litigate the right of any applicant to receive any payment, credit, transfer, registration, conversion, exchange, issue or delivery in respect of the original or originals and/or the duplicate or duplicates issued in lieu thereof, and/or caused by, based upon or arising out of the release of any security or the satisfaction of any instrument or instruments under which the original or originals and/or duplicate or duplicates are issued or secured, and/or caused by, based upon or arising out of any other matter or thing whatsoever, then this Obligation shall be void; otherwise shall remain in full force and effect.

AND the Obligor, in consideration of the issuance of new or duplicate instrument or instruments hereby agrees with the Obligees, that, in case any litigation shall be instituted in any wise related to, touching or affecting the Obligees, or any of them, with regard to the issuance hereinbefore requested, it will be responsible for such litigation on behalf of the Obligees, if so requested by them, or any of them, and, in any event, will pay all costs, counsel fees and charges connected therewith, whether such litigation shall have been participated in by it or not.

The Obligor further agrees that in case the mislaid, lost, stolen or destroyed original or originals be found or come into the hands or power of any person, then the Obligor will forthwith, on demand, obtain and deliver to the Obligees either such original or originals or said new instrument or instruments or will pay to the Obligees the full market value thereof at such time.

The Obligor agrees that, in case of any default under the conditions of this bond, it waives and releases any and all right or claim against Obligees or any of them, whether by way of subrogation or otherwise, for any loss, expense or liability incurred by the Obligor caused by, based upon or arising out of the enforcement of this bond by Obligees or any of them.

The Obligor agrees that its liability hereunder shall be absolute, subject only to the conditions herein expressed.

PHOENIX ASSURANCE COMPANY OF NEW YORK

By: WMA M. MARSH & CO., INC.  
Attorney-In-Fact

By: *Phyl B. [Signature]*  
Vice President

Attest By:

*Frank L. [Signature]*  
Assistant Secretary

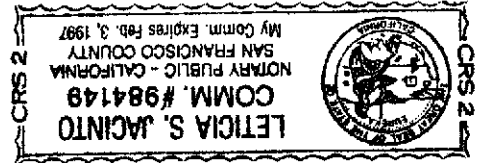
WM. H. MCGEE & CO., INC.



Four World Trade Center • Suite 6274  
New York, N.Y. 10048-0835  
Telephone: 212-775-1300

TELEX: 12-9249  
CABLE: ADORSPIRIT  
FAX: 212-524-6805

WM. H. MCGEE & CO., INC.  
FORM 323 (5-67) PRINTED IN U. S. A.



My Commission expires February 3, 1997  
Notary Public in and for the above County and State

*Leticia S. Jacinto*

WM. H. MCGEE & CO., INC., ATTORNEY-IN-FACT FOR PHOENIX ASSURANCE COMPANY OF NEW YORK  
the corporation described in and which executed the above instrument; that he knows the seal of said corpora-  
tion; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board  
of directors of said corporation; and that he signed his name thereto by like order.

to me known, who being by me duly sworn, did depose and say: that he resides at SAN FRANCISCO, CA  
of VICE PRESIDENT, that he is

appeared  
On the 1st day of FEBRUARY in the year 19 94 before me personally  
STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
} ss.:  
PHILIP B. NELSON

Assistant Secretary

*Philip B. Nelson*

Attest By:

By: *Philip B. Nelson*  
Vice President

By: \_\_\_\_\_  
Attorney-In-Fact  
WM. H. MCGEE & CO., INC.

KNOW ALL MEN BY THESE PRESENTS

THAT the PHOENIX ASSURANCE COMPANY OF NEW YORK, a corporation organized and existing under the Laws of the State of New York, having its principal office in the City of New York, N.Y. (hereinafter called "Corporation"), have made, ordained, nominated, constituted and appointed and hereby do by these presents make, ordain, nominate, constitute and appoint WM. H. McGEE & CO., INC., of the City of New York in the State of New York in the United States of America, to be the true and lawful attorneys and agents of the said Corporation with authority to do and execute all or any of the acts or things following for and in the name and on behalf of the said Corporation which powers are supplemental and in addition to any powers heretofore granted or which may hereafter be granted to the said Wm. H. McGee & Co., Inc., to wit:-

To make and execute on behalf of the said Corporation bonds of indemnity and indemnity agreements to secure the payment, replacement, duplication or reissue of any currency, bank notes, legal tender, notes, bonds, coupons, promissory notes, certificates of deposit, checks, certificates of stock, share warrants, stock rights, scrip, checks, drafts and other instruments, securities or documents, of whatsoever kind or nature insured under any policy or policies of the said Corporation which may be claimed to have been lost, burned, stolen or destroyed while covered by any such policy, also to make and to execute applications to any surety or sureties or to any surety company for surety on such bonds of indemnity and indemnity agreements, also to sell, transfer, endorse, exercise and dispose of any and all such property of the nature heretofore described as may be reissued, received or recovered in any manner as well as any conversion, exchange or accretion thereof or incidental thereto, including the right to designate and appoint nominees of the Corporation for any such registered securities,

AND the Corporation hereby authorizes and empowers the said attorneys and agents to do whatever shall be requisite and necessary for effecting the premises as fully, amply and effectually to all intents and purposes whatsoever as the said Corporation might or could do if personally present, the said Corporation hereby ratifying and confirming whatsoever the said attorneys and agents shall lawfully do or cause to be done in and about the premises by virtue of these presents,

AND the said Corporation hereby authorizes its said attorneys and agents to delegate, instruct and authorize, any one or more of its own officers severally to exercise the rights and powers herein granted on behalf of the Corporation, and in addition through appropriate resolution of the Board of Directors of Wm. H. McGee & Co., Inc., to authorize its President, from time to time to designate and appoint further individuals and persons in any State of the United States to make and execute bonds of indemnity and indemnity agreements on behalf of the Corporation to the same extent as an officer of Wm. H. McGee & Co., Inc.,

AND the Corporation hereby authorizes and empowers the said attorneys and agents to acknowledge in their name and as their act and deed this power of attorney in the City of New York or elsewhere, and to register and record the same, if necessary, and to do or procure to be done any and every other act and thing whatsoever which may in any way be required or proper for authenticating and giving full effect to this power according to local laws and usage.

IN WITNESS WHEREOF, the PHOENIX ASSURANCE COMPANY OF NEW YORK has caused its corporate seal to be hereunto affixed, and this instrument to be executed by its authorized Officers on March 23, 1993.

PHOENIX ASSURANCE COMPANY OF NEW YORK

*Robert E. Howe*  
President

*John P. Scarano*

Attest  
Secretary

STATE OF NEW YORK

ss:

COUNTY OF NEW YORK

On March 23, 1993, before me Robert E. Howe to me known, who being by me duly sworn, did depose and say:

that he is President of the PHOENIX ASSURANCE COMPANY OF NEW YORK, the corporation described in and which executed the above instrument; that he knows the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

*Patricia K. Cole*

PATRICIA K. COLE  
Notary Public, State of New York  
No. 30-5753240  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires September 30, 1994

pay all costs, counsel fees and charges connected therewith, whether such litigation shall have been participated in by it or not.

The Obligor further agrees that in case the mislaid, lost, stolen or destroyed original or originals be found or come into the hands or power of any person, then the Obligor will forthwith, on demand, obtain and deliver to the Obligees either such original or originals or said new instrument or instruments or will pay to the Obligees the full market value thereof at such time.

The Obligor agrees that, in case of any default under the conditions of this bond, it waives and releases any and all right or claim against Obligees or any of them, whether by way of subrogation or otherwise, for any loss, expense or liability incurred by the Obligor caused by, based upon or arising out of the enforcement of this bond by Obligees or any of them.

The Obligor agrees that its liability hereunder shall be absolute, subject only to the conditions herein expressed.

PHOENIX ASSURANCE COMPANY OF NEW YORK

By: WM H MCGEE & CO, INC  
Attorney-In-Fact

By: *Philip B Nelson*  
Vice President

Attest By:

*Jeanette Carrillo*  
Assistant Secretary

STATE OF CALIFORNIA }  
COUNTY OF SAN FRANCISCO } ss.:

On the 1st day of FEBRUARY in the year 19 94 before me personally appeared PHILIP B. NELSON

to me known, who being by me duly sworn, did depose and say: that he resides at SAN FRANCISCO, CA, that he is VICE PRESIDENT of

WM. H. MCGEE & CO., INC., ATTORNEY-IN-FACT FOR PHOENIX ASSURANCE COMPANY OF NEW YORK the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.



*Leticia S. Jacinto*  
Notary Public in and for the above County and State

My Commission expires February 3, 1997



Four World Trade Center • Suite 6274  
New York, N.Y. 10048-0835  
Telephone: 212-775-1300

TELEX: 12-9249  
CABLE: ADORSPIRIT  
FAX: 212-524-6805

I HEREBY CERTIFY that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of Wm. H. McGee & Co., Inc., at a meeting held on March 23, 1993, at which meeting a quorum was present:

WHEREAS, the PHOENIX ASSURANCE COMPANY OF NEW YORK has heretofore issued a Supplemental Power of Attorney to Wm. H. McGee & Co., Inc. dated March 23, 1993, therefore be it

RESOLVED that the President, or a Vice President, or the Treasurer, or a Secretary, is hereby authorized on behalf of the Phoenix Assurance Company of New York through Wm. H. McGee & Co., Inc., as Attorney in Fact, to execute any and all bonds of indemnity and indemnity agreements of the Phoenix Assurance Company of New York, as may from time to time be required for the payment, replacement, duplication, reissue or recovery of any currency, bank notes, legal tender, notes, bonds, coupons, promissory notes, certificates of deposit, bank checks, certificates of stock, share warrants, stock rights, scrip, checks, drafts and other instruments, securities or documents insured under any policy or policies of the Phoenix Assurance Company of New York, and for the recovery of any salvage on behalf of the Phoenix Assurance Company of New York.

FURTHER RESOLVED that each and any one of the said officers is hereby authorized on behalf of the Phoenix Assurance Company of New York, through Wm. H. McGee & Co., Inc., as Attorney in Fact to sell, transfer, endorse, exercise and dispose of any and all such property of the nature heretofore described as may be reissued, received or recovered in any manner as well as any conversion of accretion incidental thereto.

FURTHER RESOLVED that the authority granted to the foregoing officers of Wm. H. McGee & Co., Inc., be co-extensive and fully as broad as the aforementioned Supplemental Power of Attorney from the Phoenix Assurance Company of New York to Wm. H. McGee & Co., Inc.

And I DO FURTHER CERTIFY that the authorization granted above is still in force and effect, and

I DO FURTHER CERTIFY that PHILIP B. NELSON  
is the duly elected VICE PRESIDENT of Wm. H. McGee & Co., Inc., and authorized to execute bonds of indemnity on behalf of the Phoenix Assurance Company of New York, in accordance with the Supplemental Power of Attorney of the Phoenix Assurance Company of New York and in accordance with the foregoing resolution.

IN WITNESS WHEREOF I have hereunto set my hand and affixed  
the corporate seal on 1994 FEBRUARY 1

ASSISTANT SECRETARY

PHOENIX ASSURANCE COMPANY OF NEW YORK

STATEMENT

December 31, 1992

ASSETS

Bonds (Amortized Values).....	\$44,837,536
Stocks (Market Values).....	4,443,750
Short Term Investments.....	66,154,047
Cash in Banks.....	86,980
Agents Balances (not over ninety days due).....	2,047,309
Accrued Interest and Dividends.....	1,096,899
Other Assets.....	3,842,177
	<hr/>
	<u>\$122,508,698</u>

LIABILITIES

Reserve for Unpaid Losses.....	\$10,050,382
Reserve for Unearned Premiums.....	4,961,478
Reserve for Taxes, Contingent Commissions, etc.....	1,660,650
Funds held Under Reinsurance Treaties.....	31,798,298
Reserve for All Other Liabilities.....	3,188,562
	<hr/>
	\$51,659,370
Capital Paid Up.....	\$ 5,000,000
Surplus.....	65,849,328
Total Policyholder Surplus.....	70,849,328
	<hr/>
	<u>\$122,508,698</u>



MAIL LOSS AFFIDAVITS

\*\*\*\*\*

Details of Shipment

Mailed by: (sender) BA Clearing Corporation
2 Rector Street, New York, N.Y. 10006

Place of mailing:

Date: 4/28/93

Mailed to: (addressee) Wachovia Bank & Trust
301 No. Church Street
Winston-Salem, N.C. 27102

Certificate or Bond No.(s) and number of shares or principal amount of bonds and/or coupons: 7 detached coupon no. 20 due 5/1/93 @\$228.12 ea. totalling \$1,596.84 from Oconee County South Carolina Pollution Control - Cusip No. 675594AB1 @9.125% due 5/1/13 dated 5/1/77 Cert. Nos. 18793/99 @\$5,000 ea.

Corporation or Issuer: Municipal Bearer Coupons

Class of stock or description of issue: Bearer Form

Registered in name of: No

AFFIDAVIT OF MAILING

STATE OF: NEW YORK
COUNTY OF: NEW YORK

The undersigned, deponent, being first duly sworn, deposes and says that, in accordance with the records of the above named Sender, the above described securities were forwarded by United States mail on the date specified in a postpaid envelope addressed to the above named Addressee. The said Addressee has reported the non-delivery of the said securities. The securities have not been returned to the above named Sender and they are believed to have been lost or destroyed in the mails.

Deponent agrees on behalf of above named Sender that if the securities should ever come into their hands, custody or power, deponent will immediately surrender the original securities for cancellation.

Indicate here whether deponent is an officer, partner or employee of Sender.

Alfred Eppich, Vice President

Alfred Eppich
Deponent's Signature

Deponent's Signature

Subscribed and sworn to before me this 16 day of November, 19 93
CAROL A. SPADONI
Notary Public, State of New York
No. 43-4791370
Qualified in Richmond County
Certificate filed in New York County
Commission Expires November 30, 19 95

Carol A. Spadoni
Notary Public

(Indicate date commission expires)

AFFIDAVIT OF NON-RECEIPT

(To be completed by intended recipient as addressee.)

STATE OF:
COUNTY OF:

The undersigned deponent(s), being first duly sworn depose(s) and say(s) that the above described securities have never been received by the above named Addressee or any person or persons acting on (its) (his) (her) (their) behalf. Deponent(s) agrees (on behalf of the above named Addressee) that if the securities should ever come into (his) (her) (its) (their) custody or power, deponent(s) will immediately notify the above named Sender and will surrender the original securities for cancellation.

**BUDGET ADJUSTMENT AUTHORIZATION**

Revised 07-01-90

DATE 2/15/94 DEPARTMENT Council CHANGE NO. 1

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY - BUDGET:

CAP. EXP. EQUIP.

1. TO: ~~10-045-00150~~ # 10-045-00150-00840 \$ 250.00  
(fill in line item name) (fill in line code)

FROM: OPERATIONAL # 10-045-00150-00032 \$ 250.00  
(fill in line item name) (fill in line code)

Justification: \_\_\_\_\_

2. TO: \_\_\_\_\_ # \_\_\_\_\_ \$ \_\_\_\_\_  
(fill in line item name) (fill in line code)

FROM: \_\_\_\_\_ # \_\_\_\_\_ \$ \_\_\_\_\_  
(fill in line item name) (fill in line code)

Justification: \_\_\_\_\_

3. TO: \_\_\_\_\_ # \_\_\_\_\_ \$ \_\_\_\_\_  
(fill in line item name) (fill in line code)

FROM: \_\_\_\_\_ # \_\_\_\_\_ \$ \_\_\_\_\_  
(fill in line item name) (fill in line code)

Justification: \_\_\_\_\_

Opal O. Breen  
DEPARTMENT HEAD SIGNATURE

APPROVED: 2/15/94  
Date of Council Meeting

DATE: \_\_\_\_\_  
Received by Council Clerk

DISAPPROVED: \_\_\_\_\_  
Date of Council Meeting

ATTEST: Opal O. Breen  
COUNCIL CLERK

Wachovia Bank of North Carolina, N.A.  
Corporate Trust Department  
Post Office Box 3001  
Winston-Salem, NC 27102-3001

February 7, 1994

Oconee County Council  
c/o Opal O. Green  
208 Booker Drive  
Walhalla, SC 29691

Re: Oconee County, South Carolina Pollution Control Revenue Bond Series A  
(Duke Power Company Project) 9 1/8/% Due 5/01/2013  
Lost coupon #21 due 11/01/93 from Bond #19423

Dear Ms. Green:

W. R. Allen, has notified us of the above referenced loss.

Please find enclosed an Affidavit of Loss and Indemnity Agreement. If this agreement meets with your approval, please authorize our office to reimburse the customer.

If you need further information, please call me at 910-770/4860.

Sincerely,



Linda Smith  
Bond Trustee Operations Assistant



AFFIDAVIT OF LOSS AND INDEMNITY AGREEMENT

THE AETNA CASUALTY AND SURETY COMPANY Hartford, Connecticut 06115

Please complete with typewriter or ballpoint pen. You are making 3 copies.

State of NORTH CAROLINA  
County of GUILFORD

Wachovia Bank & Trust Company, N.A.  
Corporate Trust Dept.  
P.O. Box 3001  
Winston Salem, N.C. 27102

W R ALLEN (hereinafter called "deponent", of legal age, being duly sworn, deposes and says:

(1) Deponent resides at 1614 ST. FRANCIS RD., GREENSBORO, NC 27408 and is by occupation (if a fiduciary state title) AN ATTORNEY and is entitled to the possession and is the legal and beneficial owner of (here describe security or securities) Oconee County SC Duke Power Co Project Ser A 9 1/8% due 5/1/2013 lost coupon #21 due 11/1/93 from bond #18423 Indemnity \$456.26 Premium \$10.00

(hereinafter collectively called the "original" issued by Oconee County Duke Power a corporation organized under the laws of the State of South Carolina in the name of OW BEANER

The original was signed by deponent on or about JAN. 1, 1985, and was lost, stolen or destroyed on or about the 15 day of Nov, 1993, under the following circumstances:

where the original was kept and who had access to it: NORTH CAROLINA LOCK BOX - DEPONENT

when and by whom the loss was discovered: DEPONENT - NOV 15, 1993

when and where the original was last seen: DEPONENT'S DESK - NOV 15, 1993

what measures have been taken to recover the original: SEARCHED EVERYWHERE

(2) The original was NOT endorsed. (If endorsed, describe exact manner of endorsement including name and address of endorsee. If the endorsement was a separate instrument of assignment, so state.)

(3) Deponent has made or caused to be made diligent search for the original, and has been unable to find or recover the same; deponent has not sold, assigned, transferred, deposited under any agreement, or hypothecated the original or any interest therein, or (except as may be stated in the foregoing paragraph) signed any Power of Attorney or other authorization respecting same which is now outstanding and in force; and no person, firm or corporation other than deponent has any right, title, claim, equity or interest in, to, or respecting the original or the proceeds thereof.

(4) Deponent hereby requests, and this affidavit and agreement of indemnity is made for the purpose of inducing Assured, its transfer agents, registrars and trustees, (1) to refuse to recognize any person other than deponent as the owner of the original and to refuse to make any payment, transfer, delivery or exchange called for by the original to any person other than deponent; or to refuse to take any other action pursuant to the request or demand of any person other than the deponent, and (2) to issue a new or duplicate or definitive security in substitution for the original, or to make the payment, transfer, registration, delivery or exchange called for by the original without the surrender thereof for cancellation. Deponent furthermore requests THE AETNA CASUALTY AND SURETY COMPANY to assume liability in respect of the loss.



AFFIDAVIT OF LOSS AND INDEMNITY AGREEMENT

THE ETNA CASUALTY AND SURETY COMPANY Hartford, Conn. 06115

Please complete with typewriter or ballpoint pen. You are making 3 copies.

State of NORTH CAROLINA
County of GAILFORD

Wachovia Bank & Trust Company, N.A.
Corporate Trust Dept.
P.O. Box 3001
Winston Salem, N.C. 27102

W R ALLEN (hereinafter called "deponent", of legal age, being duly sworn, deposes and says:

(1) Deponent resides at 1614 ST. FRANCIS RD., GREENSBORO, NC 27408 and is by occupation (if a fiduciary state facts) AN ATTORNEY and is entitled to the possession and is the legal and beneficial owner of (here describe security or securities) Oconee County SC Duke Power Co Project Ser A 9 1/84 due 5/1/2013 Lost coupon #21 due 11/1/93 from bond #19423 Indemnity \$456.26 Premium \$100.00

(hereinafter collectively called the "original" issued by Oconee County Duke Power a corporation organized under the laws of the State of South Carolina in the name of BEARER

The original was possessed by deponent on or about Jan. 1, 1985, and was lost, stolen or destroyed on or about the 15 day of Nov 1993, under the following circumstances:

Where the original was kept and who had access to it: NORTH CAROLINA LOCK BOX - DEPONENT

When and by whom the loss was discovered: DEPONENT - NOV 15, 1993

When and where the original was last seen: DEPONENT'S DESK - NOV. 15, 1993

What measures have been taken to recover the original: SEARCHED EVERYWHERE

(2) The original was NOT endorsed. (If endorsed, describe exact manner of endorsement including name and address of endorsee. If the endorsement was a separate instrument of assignment, so state.)

(4) Deponent has made or caused to be made diligent search for the original, and has been unable to find or recover the same, deponent has not sold, assigned, transferred, deposited under any agreement, or hypothecated the original or any interest therein, or (except as may be stated in the foregoing paragraph) signed any Power of Attorney or other authorization respecting same which is now outstanding and in force, and no person, firm or corporation other than deponent has any right, title, claim, equity or interest in, to, or respecting the original or the proceeds thereof

(5) Deponent hereby requests, and this affidavit and agreement of indemnity is made for the purpose of inducing Assured, its transfer agents, registrars and trustees, (1) to refuse to recognize any person other than deponent as the owner of the original and to refuse to make any payment, transfer, delivery or exchange called for by the original, to any person other than deponent or to refuse to take any other action pursuant to the request or demand of any person other than the deponent, and (2) to issue a new or duplicate or definitive security in substitution for the original, or to make the payment, transfer, registration, delivery or exchange called for by the original without the surrender thereof for cancellation. Deponent furthermore requests THE ETNA CASUALTY AND SURETY COMPANY to assume liability in respect of the loss

herein referred to under its Lost Securities Blanket Bond No. \_\_\_\_\_ to \_\_\_\_\_ and others, collectively called Assured.

(6) If deponent should find or recover the original, deponent will immediately surrender the same to the Corporation for cancellation without receiving any consideration thereof.

(7) Deponent represents that he/she owns real estate of \_\_\_\_\_ worth \$ \_\_\_\_\_ and mortgaged for \$ \_\_\_\_\_; and cash and marketable securities in the amount of \$ \_\_\_\_\_, and debts in the amount of \$ \_\_\_\_\_, and refers to:

(Bank - Trade and Personal References)

as to deponent's reputation for integrity and financial responsibility.

(8) Deponent agrees in consideration of the foregoing to indemnify and protect THE ETNA CASUALTY AND SURETY COMPANY and its Assured under its said Bond, their Co-Transfer Agent, Co-Registrars, Co-Trustees and Co-Paying Agents, individually and as Trustee, Depository, Fiscal or Paying Agent, Registrar, Transfer Agent and in any other capacity, their respective legal representatives, successors and assigns, and also any successors in any such capacities, from any and all loss, damage or expense in connection with, or arising out of their compliance with the request of deponent herein set forth, and further agrees to furnish to the above named Assured, without any expense to them, a new bond of indemnity, in such form and amount as said Assured may require, with satisfactory surety or sureties, in case the above described Lost Securities Blanket Bond and this Agreement of Indemnity should not at any time for any reason in the opinion of said Assured or any of them afford sufficient protection.

Signed, sealed and delivered by deponent this 18<sup>th</sup> day of Jan, 1994  
WR Allen (Seal)

State of NORTH CAROLINA  
County of WILMINGTON SS.

On this 18<sup>th</sup> day of JAN, 1994, before me personally appeared WR Allen to me known and known to me, to be the individuals described in and who executed the foregoing instrument, and they duly acknowledged to me that they executed the same for the purpose above stated, and, being by me duly sworn, did depose and say that the statements therein contained are true.

(Affix Notarial Seal)

[Signature]  
Notary Public  
My Commission Expires 4-30-1996

Do not write below 25 B 38044-13199

We hereby assume liability under Lost Securities Blanket Bond No. \_\_\_\_\_ in respect of the securities alleged to have been lost, stolen or destroyed as described above.

Said Liability is:  limited to \$ \_\_\_\_\_  
 not limited except as specified in said Bond.

JANUARY 1998

Signed, sealed and delivered in \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

THE ETNA CASUALTY AND SURETY COMPANY  
[Signature]  
PAMELA A. FLEMMING  
By \_\_\_\_\_ Attorney-in-Fact